

AO 440 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

MEDITERRANEAN SHIPPING CO. (USA) INC.
and MEDITERRANEAN SHIPPING COMPANY
S.A.

V.

SBH LOGISTICS, INC.

SUMMONS IN A CIVIL ACTION

08 CV 5490
CASE NUMBER:

JUDGE HELLERSTEIN

TO: (Name and address of Defendant)

SBH LOGISTICS, INC.
111 G. Edison Court
Monsey, NY 10952

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

MAHONEY & KEANE LLP
11 Hanover Square, Tenth Floor
New York, NY 10952

an answer to the complaint which is served on you with this summons, within twenty (20) days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

JUN 18 2008

CLERK

DATE

Catherine Lapsley
(By) DEPUTY CLERK

JUDGE HELLERSTEIN

08 CV 5490 COPY

MAHONEY & KEANE, LLP
Attorneys for Plaintiffs
MEDITERRANEAN SHIPPING CO. (USA) INC. and
MEDITERRANEAN SHIPPING CO. S.A.
11 Hanover Square, 10th Floor
New York, NY 10005
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File No. 12/3584/B/08/5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

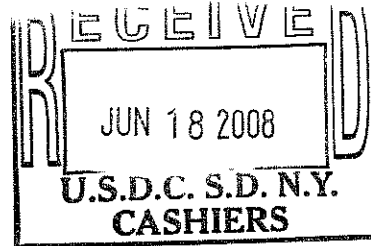
MEDITERRANEAN SHIPPING CO.
(USA) INC. and MEDITERRANEAN
SHIPPING COMPANY S.A.,

Plaintiff(s),

-against-

SBH LOGISTICS, INC.,

Defendant(s).



08-cv- _____

COMPLAINT

PLEASE TAKE NOTICE that Plaintiff(s), MEDITERRANEAN SHIPPING CO. (USA) INC. and MEDITERRANEAN SHIPPING CO. S.A., (collectively "MSC"), by their attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendant(s), SBH LOGISTICS, INC. ("SBH"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.

2. Plaintiff MEDITERRANEAN SHIPPING CO. S.A. is a legal entity duly organized and existing pursuant to the laws of a foreign country.

3. Plaintiff MEDITERRANEAN SHIPPING CO. (USA) INC. is a legal entity duly organized and existing pursuant to the laws of the United States, with offices and a principal place of business located in the Southern District of New York.

4. Defendant SBH is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 111 G. Edison Court, Monsey, NY 10952.

5. The United States District Court for the Southern District of New York is the proper venue for this action, as Plaintiff MSC maintains a principal place of business within said district.

6. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT

7. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "6" as if specifically set forth herein at length.

8. At all times relevant herein, Defendant SBH was a signatory to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA).

9. At all times relevant herein, Defendant SBH entered into agreements, service contracts, and other accords, with Plaintiffs, for the use, carriage, storage, handling, care and/or maintenance of containers belonging to Plaintiffs.

10. Pursuant to the agreements between the parties Plaintiff is entitled to all costs incurred by Plaintiff in attempting to collect fees under the agreements, including reasonable attorneys' fees and interest.

11. Plaintiffs duly performed all duties and obligations required to be performed under the agreement.

12. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreement(s) by, *inter alia*, failing to return said containers to Plaintiffs, as required by the subject agreements between the parties.

13. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreement(s) by, *inter alia*, failing to pay demurrage, detention, port fees, tariffs and other associated costs.

14. As a result of Defendant's breach of the subject agreements and Plaintiffs have incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the agreements and at law.

15. Plaintiffs have placed Defendant on notice of its claim that Defendant has breached the subject agreements and violated Plaintiffs' rights under the law.

16. Despite Plaintiffs' repeated demands, Defendant has failed to pay the Plaintiffs' damages due and owing under the agreements and at law.

17. By reason of the foregoing, Plaintiffs have sustained damages in the amount of \$7,160.00 together with interest, costs, fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT

18. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "17" as if specifically set forth herein at length.

19. Defendant has an account stated with the Plaintiffs.

20. By reason of the foregoing, Plaintiffs have sustained damages in the amount of \$7,160.00, together with interest, costs, fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT

21. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "20" as if specifically set forth herein at length.

22. Plaintiffs are due from Defendant the quantum meruit of Plaintiffs' services.

WHEREFORE, Plaintiffs pray:

(A). that judgment be entered in favor of Plaintiffs for an amount exceeding **seven thousand one hundred and sixty dollars** \$7,160.00, plus interest, fees, including attorneys' fees, costs, and disbursements;

(B). that Court process be issued against the Defendant; and

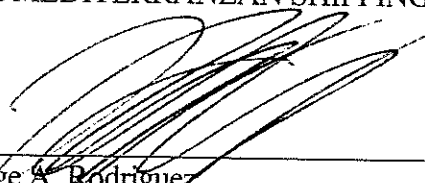
(C). that Plaintiffs be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York

June 13, 2008

MAHONEY & KEANE, LLP
Attorneys for Plaintiffs
MEDITERRANEAN SHIPPING CO. (USA) INC.
and MEDITERRANEAN SHIPPING CO. S.A.

By:



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